

**Hawaii Programmatic Agreement
DRAFT Language for a PA Project Manager
Prepared by Hawaii SHPO, ACHP and NPS**

City and County Programmatic Agreement Project Manager

The City and County of Honolulu (City) shall fund a Programmatic Agreement Project Manager (*Kako'o*) position within six (6) months of the PA being signed to assist with the coordination of all reviews and deliverables required by the applicant under the terms of the Honolulu Transit PA.

The *Kako'o* shall meet the National Park Service's standards set forth at 36 C.F.R. Part 61 regarding qualifications for preservation professionals and either he/she or any other professional(s) serving with him/her shall meet such standards in the areas of architecture, architectural history, historic preservation and archeology.

Hiring

The FTA and SHPO shall review and approve (1) the Request for Proposals for the *Kako'o* prior to the release of such RFP, (2) the qualifications of the final candidates under consideration by the City prior to the final selection of the *Kako'o* by the City, and (3) the scope of work of the *Kako'o* to be included in the City's contract with the *Kako'o*, in order to ensure that the *Kako'o* duties and responsibilities are consistent with the provisions of this Stipulation

Upon making its selection of the *Kako'o*, the City shall provide written notification thereof to the FTA, SHPO and other signatory and consulting parties.

Term

The *Kako'o* shall serve during the design and construction process for the Project and during any balance of the Term of this Agreement. The *Kako'o* shall continue to perform the *Kako'o's* responsibilities hereunder for any period to be determined by the FTA and SHPO in coordination with the City, but not to exceed any extended Term (if any) of this Agreement.

Role and Responsibility

The *Kako'o's* principal task shall be to monitor and assess compliance by the City with this Agreement, specifically, the implementation of the measures to resolve Adverse Effects stipulated herein.

It is understood that the City shall continue to engage, as part of its Project design team, consultant(s) which have professional qualifications meeting National Park Service professional standards in the areas of historic preservation, architecture, architectural history, and archeology, as appropriate, and that the City shall continue to be responsible for the performance of further studies, evaluations and other tasks required to meet the Stipulations set forth in this Agreement.

In this context and consistent with the independent monitoring and advisory role assigned to the *Kako'o* under this Agreement, the *Kako'o* shall perform the following responsibilities:

- a) Establish and coordinate consultation and project status update meetings as stipulated in Stipulation III B; IX B. Additional meetings may be held to address unforeseen effects to historic properties on an as-needed basis.
- b) Establish and maintain lines of project related communication and consultation with the consulting parties and the design and construction engineers, including oversight and monitoring of internet sites created for the Project.
- c) Manage and supervise the mitigation in Phases I-IV and any associated deliverables of this PA that are to be reviewed by the Section 106 consulting parties (Stipulations III-XII).
- d) Monitor the City's compliance during the design and construction process for the Project of the special Historic Preservation Design Guidelines referred to in the _____ at _____.
- e) Monitor work performed on Historic Properties with respect to measures to resolve Adverse Effects due to _____ under this Agreement.

- f) Coordinate regularly with the FTA and SHPO in connection with the *Kakao'o's* observations and recommendations regarding the progress of the Project in implementing measures to resolve Adverse Effects called for under this Agreement.
- g) Report to the City, the FTA and SHPO concerning the existence, if any, of previously unidentified Adverse Effects of the Project on Historic Properties (that is, Adverse Effects which are not otherwise materially identified in the Programmatic Agreement).
- h) Submit reports concerning the progress of the Project in the implementation of the Stipulations set forth herein in accordance with the reporting requirements in Stipulation XIII.E., with copies available to any other interested party who so requests.
- i) Address requests by consulting parties to review deliverables and documentation that are provided to concurring parties.
- j) Collect any comments from Section 106 consulting parties to this PA that identify impacts different than those stated in this PA to historic properties for the City and FTA processing. The *Kako'o* shall research the issues listed in the notice and prepare a recommendation for the disposition of the request and action by FTA. The notification process for consulting parties to submit request for consideration is outlined in Appendix _____.
(currently not addressed in our PA)
- k) Provide administrative support and technical assistance required by Section 106 consulting parties to meet the terms of this PA such as the timely submission of deliverables and the issuance of regular public updates regarding historic preservation issues.
- l) Develop a Best Practice Manual related to historic properties and a Section 106 "lessons learned" case study on the Project that may be helpful to future Section 106 processes on this and other projects. The Best Practice Manual and "lessons learned" case study will be made available to the parties of this PA and other

interested parties within one (1) year of the completion of Phase 1 construction.

City and County Contractors and Contract Adherence to PA

FTA and the City shall ensure that contracts developed in the implementation of all phases of this project shall expressly refer to and require compliance with the stipulations of this PA. Contractors responsible for work set forth in this PA shall have qualified staff that meet the Secretary of Interior's Professional Qualification Standards (48 FR 44738-44739) for architectural history, history and culture and archeology with experience in historic preservation planning to ensure the satisfactory compliance with the terms of the PA during the design and construction of each project phase.

The *Kako'o* will provide guidance regarding the implementation of terms of this PA to all contractors, particularly those involved in construction related activities.

- a) Provide, on an annual basis, or more frequently as circumstances require, historic preservation and cultural awareness training to the construction contractors and employees. The training shall include information related to the following topics:
 - i. Illegal collection and disturbance of historic and prehistoric cultural materials, including human remains.
 - ii. Scope of applicable laws and regulations.
 - iii. Initial identification and reporting of archeological materials, human remains, and historic buildings or structures that may potentially be discovered during the course of their work.

Training materials, schedules and lists of persons trained will be made available to the parties of this PA and other interested parties on an annual basis.

Note: The training requirement may need to be listed as a City responsibility, and it may use the Kako'o to meet this obligation. Unless the City has the responsibility to ensure training is conducted, the Kako'o will not have the authority to require contractors and subcontractors to undergo training.